

**THE BOARD OF EDUCATION OF
BOWLING GREEN INDEPENDENT SCHOOL DISTRICT**

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into this July 1, 2015, by and between The Board of Education of Bowling Green Independent School District (hereinafter "Board"), and Gary Fields (hereinafter "Superintendent").

-WITNESSETH-

WHEREAS, this Agreement is made in accordance with and contingent upon the action of the Board as taken at a regular meeting held on May 11, 2015, whereby the Board voted to employ Gary Fields as Superintendent of the Bowling Green Independent School District in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of the Bowling Green Independent School District as prescribed by the laws of the Commonwealth of Kentucky and by the policies and procedures of the Board of Education of the Bowling Green Independent School District.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. Term: The term of this Agreement shall commence on July 1, 2015 and terminate on June 30, 2019 unless terminated sooner under the provisions of paragraph 5 of this Agreement. The Board shall take action on and notify the Superintendent in writing no later than April 30, 2019, concerning the renewal or non-renewal of this Agreement.

2. Professional Certification and Responsibilities of Superintendent:

a. Certification - The Superintendent shall furnish throughout the life of this Agreement a valid and appropriate certificate to act as superintendent in the Commonwealth of Kentucky.

b. Acknowledgment of Good Health - The Superintendent represents and acknowledges to the Board and as an inducement for the Board to employ him as Superintendent, that to the best of his knowledge and belief he has no medical, physical or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent.

The Superintendent further agrees to have an annual comprehensive medical examination. The Superintendent agrees to direct that the physician performing said examination certify as to the physical and mental competency of the Superintendent which certificate shall be filed with the Board and treated as confidential information by the Board. The cost of said medical examination and certificate is to be borne by the Board less the amount paid by insurance.

days shall not be accumulated and used in any successive year. The Superintendent may elect to take up to five unpaid vacation days any time provided that should he elect to take five or more days consecutively, the time for taking said vacation days shall be subject to Board approval.

c. Sick and Personal Days - The Superintendent shall have ten sick leave days and three personal leave days in accordance with the Board's policies applicable to all certified employees.

d. Health Insurance - The Superintendent shall participate in the State health insurance plan on the same basis as all certified employees of the Bowling Green Independent School District.

e. Retirement Benefits - The Superintendent shall have the same retirement benefits as provided for certified employees under the Kentucky Teachers Retirement System.

f. Life Insurance - The Superintendent shall participate in the State life insurance plan on the same basis as all certified employees of the Bowling Green Independent School District.

g. Expenses - The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties under this Agreement, including but not limited to reimbursement for out-of-district travel at the rate adopted by the Board for all certified employees.

h. Professional and Civic Dues - The Board recognizes the mutual benefits derived by the Superintendent and the Board from the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one civic club of the Superintendent's choice. Upon request by the Superintendent, the Board may in its discretion approve payment of dues for other professional and civic organizations.

4. Annual Evaluation: The Board shall annually provide the Superintendent with an evaluation pursuant to KRS 156.557, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.

5. Termination of Employment Agreement: This Employment Agreement may be terminated by:

- a. Mutual agreement by the parties;
- b. 90 days advance written notice by Superintendent to Board;
- c. Disability of the Superintendent;

- d. Death of the Superintendent;
- e. Discharge for cause as provided by law.

In addition to the authority of the Board to discharge the Superintendent from his position for cause as set forth under state or federal law or other Board policies or regulations, the Board and Superintendent agree as follows:

The Superintendent and Board jointly acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects the Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substances, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four-fifths (4/5) vote of its members discharge the Superintendent from his employment without any further obligation to compensate him or provide other benefits under this Agreement.

The Superintendent by execution of this Agreement acknowledges and understands that this provision holds him to a stricter standard of conduct than otherwise provided by law, and he voluntarily waives any defense he might otherwise have at law as to the Board's authority to terminate his employment under this provision. He further waives any and all claims for any relief which he may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

6. Savings Clause: If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal under federal or state law, the remainder of the Agreement not affected by such a ruling, shall remain in force.

WITNESS OUR HANDS the day and date first above written.

THE BOARD OF EDUCATION OF THE
BOWLING GREEN INDEPENDENT
SCHOOL DISTRICT

By: Deborah Williams
Deborah Williams, Chair

Gary Fields
Gary Fields, Superintendent

FIRST AMENDMENT TO SUPERINTENDENT'S CONTRACT

This First Amendment to Superintendent's Contract, made and entered into as of this 12th day of August, 2016, by and between THE BOARD OF EDUCATION OF THE BOWLING GREEN INDEPENDENT SCHOOL DISTRICT (hereinafter "Board") and GARY FIELDS (hereinafter "Superintendent").

WITNESSETH:

WHEREAS, the Board and Superintendent entered into a Superintendent's Contract dated July 1, 2015; and

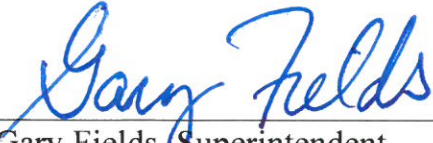
WHEREAS, this First Amendment to Superintendent's Contract is made in accordance with the action of the Board as taken at a meeting held on August 8, 2016, whereby the Board voted to amend the Superintendent's Contract by and between the Board and Superintendent dated July 1, 2015.

NOW THEREFORE, for and in consideration of the mutual terms, conditions, and benefits to be obtained by the parties to this First Amendment to Superintendent's Contract, the receipt and sufficiency of which the parties hereby acknowledge, the Board and Superintendent agree to amend the Superintendent's Contract between them dated July 1, 2015, as follows:

1. The Superintendent's base annual salary shall be adjusted to \$127,500.00 effective July 1, 2016.
2. All other terms and conditions contained in the July 1, 2016 Superintendent's Contract remain unchanged and in full force and effect.

Witness our hands the day and date first above written.

THE BOARD OF EDUCATION OF THE
BOWLING GREEN INDEPENDENT
SCHOOL DISTRICT



Gary Fields, Superintendent

By: 

Deborah Williams, Chair